



20210826000417370 1/11 \$53.00
Shelby Cnty Judge of Probate, AL
08/26/2021 04:01:45 PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 26th day of August, 2021 by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("Grantor"), and **GREG WOLF**, an individual ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantee is the owner of that certain real property (the "Grantee Property") located in Shelby County, Alabama which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, Grantor is the owner of that certain real property (the "Easement Property") located in Shelby County, Alabama which is more particularly described on **Exhibit "B"** attached hereto and incorporated herein by reference and is more particularly shown on the map attached hereto as **Exhibit "C"** and incorporated herein by reference; and

WHEREAS, the Easement Property constitutes part of the private right-of-way of the private roadway commonly known as Ruffin Road (the "Private Road") which is owned by Grantor; and

WHEREAS, the Grantee Property and the Easement Property are contiguous to each other; and

WHEREAS, Grantee has requested that Grantor grant to Grantee certain easement rights over and upon the Easement Property in order to provide access to and from the Grantee Property and Helena Road (Shelby County Highway 261); and

WHEREAS, Grantor desires to grant to Grantee, for the benefit of the Grantee Property, certain easement rights over and upon the Easement Property, subject to and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), and the mutual covenants of Grantor and Grantee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Access and Construction Easements.**

(a) Subject to Grantor's approval of the Construction Plans, as hereinafter defined, Grantor does hereby grant to Grantee, a temporary construction easement over, across, through, under and upon the Easement Property for the purpose of constructing curb cuts and paving (collectively, the "Driveway") in order to provide vehicular access between the Grantee Property and the Private Road.

(b) Subject to Grantor's approval of the Construction Plans, Grantor does hereby grant to Grantee, for the benefit of the Grantee Property only, a permanent, perpetual and non-exclusive easement over, across, through and upon the Private Road and the Easement Property for the purpose of providing ingress and egress to and from the Grantee Property and Helena Road (Shelby County Highway 261).

2. **Construction of Road Improvements.**

(a) Prior to the exercise of any of the easements granted by Grantor to Grantee pursuant to Paragraph 1 above, Grantee shall, at its sole cost and expense, cause construction plans and specifications (collectively, the "Construction Plans") for any and all improvements to be made by Grantee to the Easement Property, including, without limitation, the location of the Driveway (collectively, the "Road Improvements"), to be prepared and submitted to Grantor for review and approval, which approval may be withheld by Grantor in its sole and absolute discretion. Grantee acknowledges and agrees that the Construction Plans and Road Improvements must satisfy all requirements and regulations of all applicable federal, state, county and local governmental and quasi-governmental agencies, departments, bureaus, divisions, and other regulatory authorities, bodies and entities having jurisdiction over the Road Improvements (collectively, the "Governmental Authorities"). Following Grantor's approval of the Construction Plans, Grantee covenants and agrees to promptly construct and complete all of the Road Improvements on the Easement Property in accordance with the Construction Plans approved by Grantor and all rules, regulations and requirements of any applicable Governmental Authorities.

(b) Following completion of construction of the Road Improvements, Grantee covenants and agrees, at its sole cost and expense, to maintain the Road Improvements in good condition and repair at all times and in accordance with all rules, regulations and requirements of any applicable Governmental Authorities. No change, modification or alteration of the Road Improvements shall be made without the prior written consent and approval of Grantor, which consent and approval may be withheld by Grantor in its sole and absolute discretion.

(c) Grantee further covenants and agrees to promptly repair any damage to the Private Road and the Easement Property caused by any construction or maintenance activities undertaken by Grantee, its agents, employees and contractors (collectively, the "Grantee Parties") on the Private Road or the Easement Property.

3. **Nature of Easements.**

(a) The easements granted pursuant to Paragraph 1 above (i) shall be and are appurtenant to and shall serve and benefit the Grantee Property, (ii) shall be and are covenants running with the land, (iii) shall be and are binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns, (iv) shall benefit only the Grantee Property and no other real property situated adjacent to or in close proximity with the Grantee Property shall be entitled to exercise any of the easement rights granted herein to Grantee, (v) shall not be used by Grantee or any of the Grantee Parties for any purposes except for those expressly set forth in this Agreement and (vi) shall be subject to all of the remaining terms and provisions of this Paragraph 3.

(b) The creation and grant of the easements over and upon the Easement Property pursuant to this Agreement shall not be deemed a dedication of any portion of the Easement Property or the Private Road to any Governmental Authority and does not create any rights of any kind in the general public in or to the Easement Property or the Private Road.

(c) Notwithstanding anything provided herein to the contrary, Grantor shall have the right, in its sole and absolute discretion, to take any action which may be reasonably necessary to prevent any portion of the Private Road or the Easement Property from becoming publicly dedicated roadways.

4. **Dedication of the Private Road as a Public Right-of-Way.** Grantor reserves the right, in its sole and absolute discretion, to elect to dedicate the Private Road and any portion of the Easement Property as a public right-of-way at any time without the consent or approval of Grantee. To the extent



20210826000417370 3/11 \$53.00
Shelby Cnty Judge of Probate, AL
08/26/2021 04:01:45 PM FILED/CERT

requested by Grantor, Grantee covenants and agrees to execute any and all applications, subdivision or similar plats or maps which may be requested by Grantor in order to evidence the dedication of any portions of the Private Road or the Easement Property as part of a public right-of-way. If the Private Road or any of the Easement Property is dedicated to any Governmental Authority, then upon the occurrence of such dedication, Grantee's obligations with respect to the maintenance of insurance and the indemnification obligations of Grantee set forth in Paragraph 5 below shall automatically terminate, be deemed null and void and of no further force and effect from and after the date of such dedication; provided, however, that the indemnification obligations of Grantee shall continue to be applicable to all periods of time prior to the occurrence of any such dedication.

5. **Insurance and Indemnity.**

(a) Subject to the provisions of Paragraph 4 above, Grantee shall at all times provide and maintain, at its sole cost and expense, commercial general liability insurance coverage (including contractual liability coverage regarding the indemnification obligations hereinafter set forth) for bodily injury or property damage with a combined single limit of not less than \$1,000,000 for each occurrence, which commercial general liability insurance policy shall name Grantor as an additional insured thereunder. Certificates of insurance evidencing the foregoing coverages shall be delivered to Grantor prior to any entry by Grantee onto any portion of the Easement Property and thereafter promptly upon request from Grantor.

(b) Subject to the provisions of Paragraph 4 above, Grantee shall and does hereby indemnify, agree to defend and hold Grantor harmless from and against any and all claims, demands, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which Grantor may suffer, pay or incur as a result of any of the following (collectively, the "Indemnity Events"):

(i) Any injury or damage to persons (including death) or property occurring in or upon the Easement Property in connection with the exercise of the easement rights granted to Grantee pursuant to Paragraph 1 above, including, without limitation, the construction, maintenance, repair or replacement of any Road Improvements caused by or resulting from any acts or omissions of any of the Grantee Parties;

(ii) Any fines, assessments, penalties or other sums which Grantor may be required to pay as a result of any violations of any governmental requirements by Grantee or any of the Grantee Parties in connection with the exercise or use of the easements granted to Grantee pursuant to Paragraph 1 above; and

(iii) Any mechanics', materialmen's and/or laborers' liens arising from or related to any work performed or materials provided in connection with the exercise of any of the easement rights granted to Grantee pursuant to Paragraph 1 above and, in the event any portion of the Easement Property would become subject to any lien as a result of any such work, then Grantee shall cause such lien to be released and discharged of record within thirty (30) days of written notice thereof, either by paying the indebtedness which gave rise to such lien or posting such bond or other security as shall be required by law to obtain such release and discharge.

6. **Disclaimers of Warranties; Limitations of Liability.**

(a) Grantee represents, warrants, acknowledges, and agrees that (i) it has examined and inspected the Easement Property and that Grantee has determined that the Easement Property is suitable for Grantee's uses contemplated hereunder, (ii) Grantor has not undertaken and will not be obligated to



20210826000417370 4/11 \$53.00
Shelby Cnty Judge of Probate, AL
08/26/2021 04:01:45 PM FILED/CERT

maintain the Easement Property in any manner whatsoever, including maintaining the Easement Property in a safe and habitable condition, (iii) GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE EASEMENT PROPERTY, OR ANY OTHER MATTER WHATSOEVER, AND (iv) THE EASEMENT RIGHTS GRANTED HEREIN ARE GRANTED AND PROVIDED IN THEIR CURRENT "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS" CONDITION. TO THE FULLEST EXTENT PERMITTED BY LAW GRANTOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, COURSE OF DEALING OR PERFORMANCE, TRADE USAGE, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) Notwithstanding any terms herein to the contrary: (i) Grantee acknowledges and agrees that the liability of Grantor for the performance of its duties and obligations hereunder is strictly limited to the amount paid by Grantee to Grantor hereunder for Grantee's use and occupancy of the Easement Property, if any, and that neither Grantor nor any party acting by, through, or for Grantor or on Grantor's behalf shall have any personal liability whatsoever; and (ii) IN NO EVENT SHALL GRANTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, INCLUDING BUSINESS INTERRUPTION OR LOST PROFITS.

7. **Default.**

(a) In the event Grantee or any of the Grantee Parties fail to perform any of their respective obligations under this Agreement, which failure to perform continues for more than sixty (60) days following the giving of written notice by Grantor, then Grantee shall be deemed in default ("Default") under this Agreement and Grantor shall have the right, at its option, to undertake any of the following actions:

(i) Perform on behalf of Grantee or the Grantee Parties those obligations which created such Default, in which event all reasonable costs and expenses paid or incurred by Grantor in curing any such Default shall be due and payable in full by Grantee on written demand; or

(ii) Exercise all of the rights and remedies available to Grantor at law and in equity, including, without limitation, seeking injunctive relief to enjoin such action or inaction.

(b) Upon the occurrence and during the continuation of any Default by Grantee, Grantee shall pay to Grantor any and all reasonable costs and expenses paid or incurred by Grantor in exercising any of its rights and remedies pursuant to this Paragraph 7, including, without limitation, attorneys' fees and expenses, court costs and all other expenses paid or incurred by Grantor as a result of such Default or the pursuit of any of its remedies under this Paragraph 7.

8. **Miscellaneous.**

(a) This Agreement may not be modified, amended or terminated except by written instrument executed by Grantor and Grantee.

(b) Time is of the essence in the performance by each party hereto of its respective obligations hereunder.

(c) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement.

(d) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms or provisions hereof.

(e) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(f) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

[Signature Page Follows]



20210826000417370 6/11 \$53.00
Shelby Cnty Judge of Probate, AL
08/26/2021 04:01:45 PM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

UNITED STATES STEEL CORPORATION

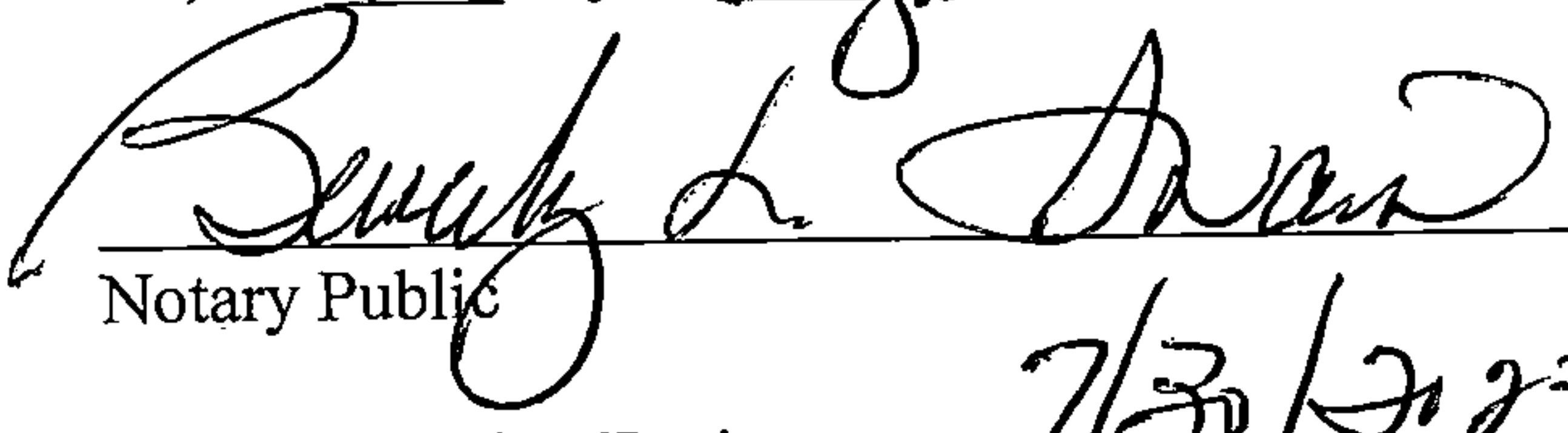
By: 

Name: Jammie P Cowden, Director-Real Estate

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jammie P Cowden, whose name as Director – Real Estate, of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this, the 25 day of August, 2021.



Notary Public

My Commission Expires: 7/30/2023





20210826000417370 7/11 \$53.00
Shelby Cnty Judge of Probate, AL
08/26/2021 04:01:45 PM FILED/CERT

GRANTEE:

Greg Wolf
Greg Wolf

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Greg Wolf, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of August, 2021.

April Clark
Notary Public

AFFIX SEAL

My commission expires: 9-1-2024

This instrument prepared by:
Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203



EXHIBIT "A"

Grantee Property

PARCEL 1

Commence at the NW Corner of the NE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence S02°01'47"E, a distance of 702.53' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 183.00' to a point on the Northerly R.O.W. line of Ruffin Road; thence S72°43'29"E and along said R.O.W. line, a distance of 237.00'; thence N02°06'09"E and leaving said R.O.W. line, a distance of 190.00'; thence N75°11'23"W, a distance of 248.00' to the POINT OF BEGINNING.

Said Parcel containing 1.00 acres, more or less.

PARCEL 2

Commence at the NW Corner of the NE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence S02°01'47"E, a distance of 702.53'; thence S75°11'23"E, a distance of 248.00' to the POINT OF BEGINNING; thence N40°57'17"E, a distance of 119.91'; thence S65°11'34"E, a distance of 167.00' to a point on the Northwesternly R.O.W. line of Helena Road and the beginning of a non-tangent curve to the left, having a radius of 646.64, a central angel of 25°13'17", and subtended by a chord which bears S33°21'32"W, and a chord distance of 282.36'; thence along the arc of said curve and said R.O.W. line, a distance of 284.65' to the Northerly R.O.W. line of Ruffin Road; thence N72°43'29"W, leaving said Helena Road and along said Ruffin Road R.O.W. line, a distance of 85.77'; thence N02°06'09"E and leaving said R.O.W. line, a distance of 190.00' to the POINT OF BEGINNING.

Said Parcel containing 0.92 acres, more or less.

PARCEL 3

Commence at the NW Corner of the NE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence S02°01'47"E, a distance of 702.53'; thence S75°11'23"E, a distance of 248.00'; thence N40°57'17"E, a distance of 119.91' to the POINT OF BEGINNING; thence N23°00'00"E, a distance of 25.42'; thence N39°46'03"E, a distance of 171.23'; thence S40°52'47"E, a distance of 82.51'; thence S02°11'34"E, a distance of 136.22' to a point on the Northwesternly R.O.W. line of Helena Road; thence S44°23'31"W and along said R.O.W. line, a distance of 19.73' to a curve to the left, having a radius of 646.64, a central angle of 01°36'53", and subtended by a chord which bears S46°46'37"W, and a chord distance of 18.22'; thence along the arc of said curve and said R.O.W. line, a distance of 18.22'; thence N65°11'34"W and leaving said R.O.W. line, a distance of 167.00' to the POINT OF BEGINNING.

Said Parcel containing 0.54 acres, more or less.

PARCEL 4

Commence at the NW Corner of the NE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence S02°01'47"E, a distance of 702.53'; thence S75°11'23"E, a distance of 248.00'; thence N40°57'17"E, a distance of 119.91'; thence N23°00'00"E, a distance of 25.42'; thence



20210826000417370 9/11 \$53.00
Shelby Cnty Judge of Probate, AL
08/26/2021 04:01:45 PM FILED/CERT

N39°46'03"E, a distance of 171.23' to the POINT OF BEGINNING; thence N23°39'26"E, a distance of 67.47'; thence S74°18'00"E, a distance of 221.31' to a point on the Northwestern R.O.W. line of Helena Road and the beginning of a non-tangent curve to the right, having a radius of 1558.70, a central angle of 06°47'20", and subtended by a chord which bears S40°59'51"W, and a chord distance of 184.58'; thence along the arc of said curve and said R.O.W. line, a distance of 184.69'; thence S44°23'31"W and along said R.O.W. line, a distance of 85.51'; thence N02°11'34"W and leaving said R.O.W. line, a distance of 136.22'; thence N40°52'47"W, a distance of 82.51' to the POINT OF BEGINNING.

Said Parcel containing 0.66 acres, more or less.



20210826000417370 10/11 \$53.00
Shelby Cnty Judge of Probate, AL
08/26/2021 04:01:45 PM FILED/CERT

EXHIBIT "B"

Legal Description of Easement Property

A tract of land located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

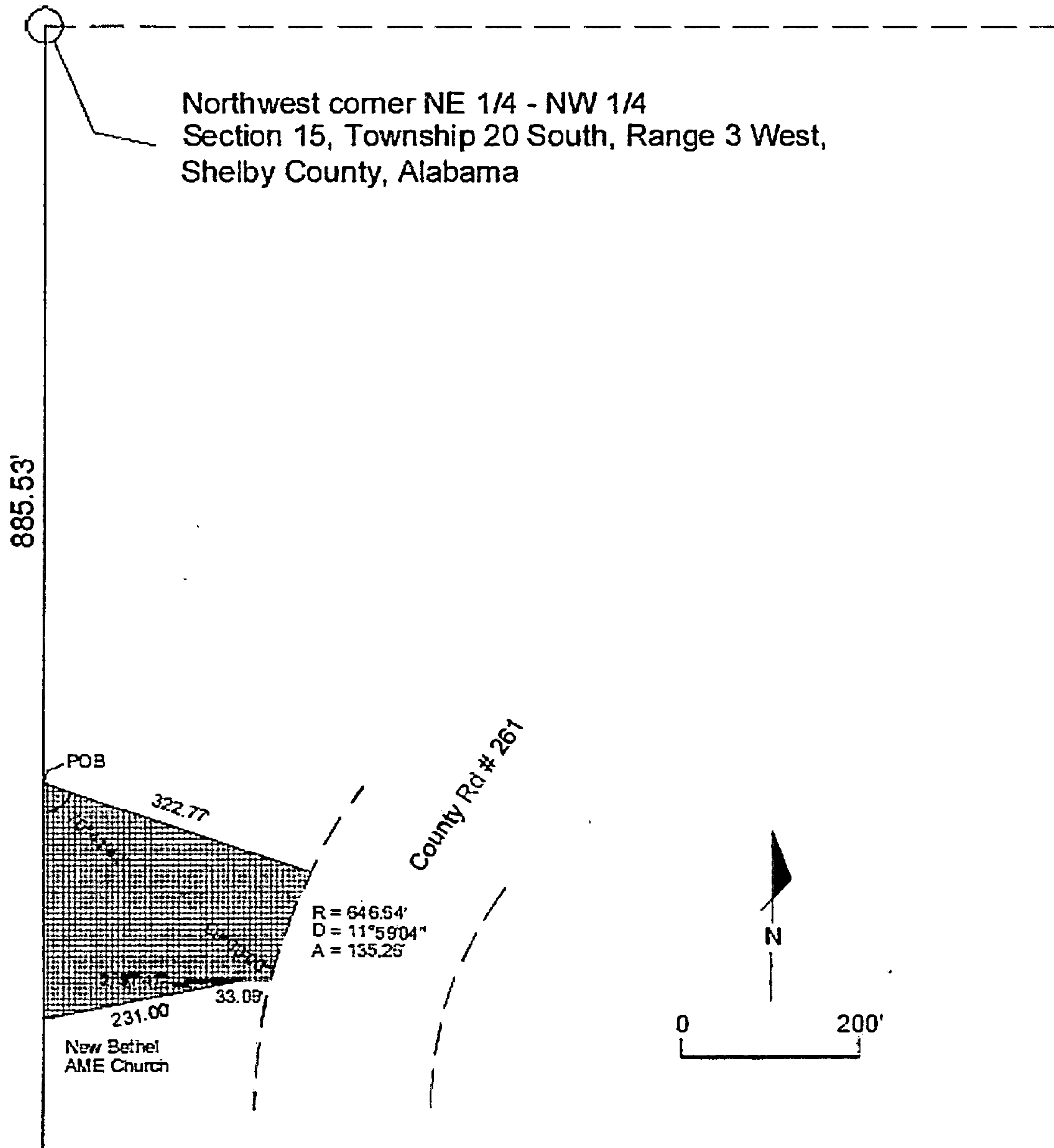
Commence at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 15; thence run South along the West line of said quarter-quarter a distance of 885.53 feet to the **Point of Beginning**; thence turn an angle of $70^{\circ}41'42''$ to the left in a Southeasterly direction a distance of 322.77 feet to the northern boundary of a public road (Shelby County # 261) said point being on a curve to the left with a Radius of 646.64 feet, a Central Angle of $11^{\circ}59'04''$ to the tangent of said point of said curve and run to the right in a Southwesterly direction along said road boundary and arc of said curve a distance of 135.26 feet; thence turn an angle of $90^{\circ}00'00''$ to the right in a Northwesterly direction a distance of 33.09 feet to the Northeast corner of the New Bethel AME Church property as per the survey by Joseph E. Conn, dated October 17, 1985; thence turn an angle of $12^{\circ}57'47''$ to the left in a Southwesterly direction along said Church property line a distance of 231.00 feet to a point on the West line of the Northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 15; thence turn to the right and run North along said West line of said quarter-quarter to the **Point of Beginning**.



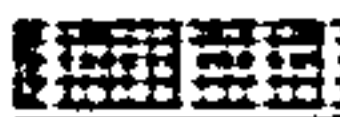
20210826000417370 11/11 \$53.00
Shelby Cnty Judge of Probate, AL
08/26/2021 04:01:45 PM FILED/CERT

EXHIBIT "C"

Map Depicting Easement Property



Northeast 1/4 of the Northwest 1/4 of Section 15, Township 20 South, Range 3 West,
Shelby County, Alabama

 The Easement Property